

Message Text

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FM SECSTATE WASHDC

TO USLO PEKING

C O N F I D E N T I A L STATE 178033

E.O. 11652: GDS

TAGS: SCUL, CH

SUBJECT: CHINESE ARCHEOLOGICAL EXHIBIT: AGREEMENT

REF: PEKING 1150

1. THIS MESSAGE CONTAINS OUR DETAILED INSTRUCTIONS FOR USLO'S USE IN NEXT ROUND OF NEGOTIATIONS WITH MFA ON CHINESE ARCHEOLOGICAL EXHIBITION AGREEMENT.

2. WE HAVE STUDIED CAREFULLY CHINESE RESPONSE (PEKING'S 1150) TO OUR PROPOSALS AT LAST ROUND. WHILE IN PRINCIPLE WE FIND FEW SERIOUS DIFFICULTIES, CERTAIN ITEMS STILL REQUIRE CLARIFICATION AND DISCUSSION IN ORDER TO ARRIVE AT AGREEMENT WHICH SATISFIES OUR MINIMAL REQUIREMENTS. USLO WILL NOTE FROM INSTRUCTIONS WHICH FOLLOW THAT WE FORESEE POSSIBILITY CHINESE WILL NOT AGREE TO INCLUDE IN TEXT OF LETTER OR PROTOCOL LANGUAGE WHICH MEETS THOSE NEEDS. IN SUCH CASES, OR IN OTHERS THAT MAY BE REVEALED BY THIS ROUND OF DISCUSSIONS, WE INTEND TO RECORD OUR UNDERSTANDINGS ON THESE POINTS IN A DIPLOMATIC NOTE TO BE HANDED THE CHINESE AT TIME OF SIGNING OF PROTOCOL AND EXCHANGE

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OF LETTERS OF AGREEMENT. WE UNDERSTAND FROM CANADIANS

THAT THE PROCEDURE OF "ORAL AGREEMENT" INVOLVED, FIRST ORAL DISCUSSION OF TEXTS OF SUCH AGREEMENTS AND THEN, RECORDING OF UNDERSTANDINGS REACHED IN THESE DISCUSSIONS IN A NOTE WHICH CANADIANS PRESENTED TO CHINESE AT TIME OF CONCLUSION OF AGREEMENT. WE ENVISAGE FOLLOWING SIMILAR

3. OTHER POINTS WHICH ARE EXPRESSED IN DETAIL MAINLY IN FYI'S CONCERN MATTERS OF ENGLISH TRANSLATION. THAT IS, WE FIND NO PROBLEM WITH CHINESE TEXT, BUT WANT TO ASSURE THAT ULTIMATE AUTHENTIC ENGLISH VERSION REFLECTS OUR UNDERSTANDING OF CHINESE TEXT. TWO OF THESE POINTS WE ARE ASKING YOU TO RAISE WITH CHINESE AT THE UPCOMING SESSION, "FORCE MAJEURE" (PARA 9A) AND "EXHIBITS EQUAL ZHAN PIN" (PARA 6). OTHER TRANSLATION POINTS AWAIT THE NEXT ROUND AT WHICH WE FORESEE NEGOTIATIONS ON AN AUTHENTIC ENGLISH TEXT AND ARE PROVIDED AT PRESENT FOR YOUR BACKGROUND INFORMATION AND COMPREHENSION. THESE LATTER POINTS, MAY BE UTILIZED BY YOU AT THIS SESSION TO CLARIFY NEGOTIATING POINTS OR, IF APPROPRIATE OCCASION ARISES IN DISCUSSION. IN SEPTEL WE ARE SENDING YOU FULL ENGLISH TEXT WHICH REFLECT ALL THESE POINTS.

4. OPENING PARAGRAPH OF CHINESE LETTER: YOU SHOULD INFORM CHINESE THAT WE ACCEPT THEIR TEXT AS IT STANDS. FYI: OUR PRESS RELEASE WILL BE MODIFIED TO REFLECT ACTUAL DATES OF SHOWINGS IN WASHINGTON AND KANSAS CITY. END FYI.

5. CHINESE LETTER POINT 1: WE ENTIRELY ACCEPT LANGUAGE IN THIS PARAGRAPH. YOU SHOULD INFORM CHINESE THAT IN LINE WITH THEIR SUGGESTION, WE PLAN TO INCLUDE FOLLOWING PARAGRAPH IN BRUCE'S LETTER IMMEDIATELY FOLLOWING VERBATIM TEXT OF CHINESE LETTER: "I AM PLEASED TO STATE THAT IN CONNECTION WITH POINT 1 OF YOUR LETTER, THE CORRESPONDING UNITED STATES BODY RESPONSIBLE FOR THE EXHIBITION ON THE US SIDE IS THE 'UNITED STATES COMMITTEE FOR THE CHINESE EXHIBITION OF THE NATIONAL GALLERY OF ART OF THE UNITED STATES OF AMERICA'."

6. CHINESE LETTER POINT 2: FYI: ENGLISH TRANSLATIONS OF LETTER, PROTOCOL AND ANNEXES GIVEN YOU BY CHINESE MAY 9

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(PEKING 762 AND 764) USE TERM "EXHIBITS", "OBJECTS" AND "OBJECTS TO BE EXHIBITED" MORE OR LESS INTERCHANGEABLY THROUGHOUT. UPON METICULOUS EXAMINATION OF THE CHINESE TEXT, WE FIND THAT THESE VARIOUS TERMS ARE ALL TRANSLATED FROM THE CHINESE CHARACTERS "ZHAN PIN" OR FOR "OBJECTS TO BE EXHIBITED" BY "ZHAN CHU DE ZHAN PIN". THESE DIFFERENT TERMS CAUSE DIFFICULTY AS TO THEIR SCOPE, WITH RESPECT TO THEIR APPLICATION TO "AUXILIARY

EXHIBITS" AND ALSO BECAUSE OF THE USE OF THE WORD "OBJECT" TO HEAD THE LIST OF 385 ITEMS IN ANNEX B AS DISCUSSED IMMEDIATELY BELOW. TO AVOID CONFUSION, WE STRONGLY PREFER THAT THE WORD "EXHIBIT" BE USED CONSISTENTLY THROUGHOUT TEXTS OF LETTER AND PROTOCOL

WHEREVER TERM "ZHAN PIN" APPEARS IN CHINESE TEXT, IT BEING UNDERSTOOD THAT MEANING OF THAT TERM IN CHINESE INCLUDES BOTH EXHIBITS AND AUXILIARY EXHIBITS. FACT THAT LIST OF 385 EXHIBITS CONTAINED IN ANNEX B OF ENGLISH TRANSLATION OF BRITISH AGREEMENT IS HEADED BY WORD "OBJECT" ALSO CAUSES SOME DIFFICULTY. THE CHINESE TEXT OF ANNEX B USES CHARACTERS "XIANG MU" WHICH WE WOULD TRANSLATE AS "ITEM" AS THEY ARE TRANSLATED IN TABLE ALSO APPEARING IN ENGLISH VERSION OF ANNEX B. WE HAVE ALSO NOTED THAT IN ARTICLE II OF PROTOCOL, DEALING WITH VERIFICATION OF PHOTOGRAPHS BY COMPARISON WITH ORIGINAL OBJECTS, THE CHINESE CHARACTERS "SHIH WU" WHICH WE WOULD TRANSLATE AS "ACTUAL ARTICLES" ARE USED. ELSEWHERE IN TEXT OF ARTICLE II, CHINESE USE WORD "ZHAN PIN", WHICH WE WOULD TRANSLATE AS "EXHIBITS". THIS REVIEW HAS HELPED US CLARIFY IN OUR OWN MINDS THAT: 1) LIABILITY PROVISION, AS FAR AS CHINESE TEXT IS CONCERNED, COVERS AUXILIARY EXHIBITS WITH THE PROPER APPLICATION OF THE TERM "ZHAN PIN" (EXHIBITS); 2) TURNOVER PROVISIONS COVER ALL EXHIBITS, AS, OF COURSE, THEY SHOULD; AND 3) PHOTOGRAPHS AND WRITTEN REPORTS COVER "AUXILIARY EXHIBITS" WHICH WE FIND SURPRISING, BUT ARE PREPARED TO LIVE WITH. END FYI. YOU SHOULD SAY TO CHINESE THAT WE ACCEPT THEIR CHINESE TEXT OF POINT 2 AS IT STANDS. IN THE ENGLISH TEXT OF THE LETTER AND PROTOCOL PROVIDED USLO BY MFA MAY 9, CHINESE HAVE TRANSLATED TERM "ZHAN PIN" IN SEVERAL DIFFERENT WAYS. TO AVOID CONFUSION, WE PREFER THAT WORD "EXHIBIT" BE CONFIDENTIAL

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USED CONSISTENTLY THROUGHOUT ENGLISH TEXTS OF LETTER AND PROTOCOL WHEREVER TERM "ZHAN PIN" APPEARS IN CHINESE TEXT, IT BEING UNDERSTOOD THAT MEANING OF THAT TERM IN CHINESE INCLUDES BOTH EXHIBITS AND AUXILIARY EXHIBITS. WE ASSUME MFA WILL HAVE NO OBJECTION TO THIS IN PRINCIPLE. FYI. IF CHINESE REFUSE BECAUSE OF REASONS OF PRECEDENT DERIVING FROM USAGE IN ENGLISH LANGUAGE TEXTS OF AGREEMENTS WITH OTHER COUNTRIES, AND IF IT APPEARS THAT THERE IS NO SUBSTANTIVE POINT OF DIFFERENCE, WE WOULD WANT TO INCLUDE OUR UNDERSTANDING ON THIS POINT IN OUR DIPLOMATIC NOTE. END FYI.

7. CHINESE LETTER POINT 3: YOU SHOULD TELL CHINESE WE ARE PLEASED WITH THEIR ACCEPTANCE OF OUR SUGGESTED MODIFICATIONS.

8. CHINESE LETTER POINT 4: YOU SHOULD TELL CHINESE THAT TEXT OF POINT 4 IS ACCEPTABLE TO US, AND THAT AS PER HSIAO TEH'S COMMENT (PARA 4, PEKING 1150) WE WOULD EXPECT THAT THE EXHIBITS WOULD BE HANDED OVER TO US EIGHT

DAYS AFTER EXHIBITION CLOSES IN TORONTO AND WILL BE HANDED BACK TO THE CHINESE GOVERNMENT IN PEKING APPROXIMATELY THIRTEEN DAYS AFTER THE EXHIBITION CLOSES IN KANSAS CITY. WE WOULD WANT TO INCLUDE THIS UNDERSTANDING IN OUR DIPLOMATIC NOTE.

9. CHINESE LETTER POINT 5: YOU SHOULD TELL THE CHINESE WE HAVE FOUR POINTS TO RAISE WITH REGARD TO THE LIABILITY PROVISIONS. THESE CONCERN: A) FORCE MAJEURE; B) PARTIAL DAMAGE; C) DURATION OF RESPONSIBILITY FOR CASUALTIES; AND D) COVERAGE OF AUXILIARY EXHIBITS. A) WITH REGARD TO FORCE MAJEURE, YOU SHOULD TELL CHINESE THAT WE HAVE EXAMINED CHINESE TEXT PROVIDED USLO JULY 6 WITH CHINESE TEXT OF BRITISH AGREEMENT AND BOTH READ THE SAME. THE ENGLISH TEXTS OF BOTH THE BRITISH AND CANADIAN AGREEMENTS READS "HOWEVER, IN THE EVENT THAT LOSS OR DAMAGE RESULTS FROM ACTS OF FORCE MAJEURE, CRASH OF AIRCRAFT, WAR OR WARLIKE OPERATIONS OR STRONG EARTHQUAKES COMPENSATION SHALL BE PAID," ETC. WE DESIRE TO UTILIZE LANGUAGE IN ENGLISH TEXT OF BRITISH AND CANADIAN AGREEMENTS.
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PLEASE CONFIRM WITH CHINESE THE ACCEPTABILITY OF THE ENGLISH TEXT OF THE BRITISH AND CANADIAN AGREEMENTS AND THAT FORCE MAJEURE CONTINGENCIES ARE NOT REPEAT NOT LIMITED TO THE THREE LISTED CASES. IN THIS CONNECTION YOU SHOULD CITE, AS AN EXAMPLE, A BOLT OF LIGHTNING STRIKING A TRUCK CARRYING THE EXHIBITS ENROUTE FROM AIRPORT TO MUSEUM. FYI: DEPARTMENT BELIEVES FORMULATION OF ENGLISH VERSIONS OF BRITISH AND CANADIAN AGREEMENTS IS CORRECT, AND IT IS DEFINITELY THE READING WE REQUIRE. FURTHER, ANY OTHER TRANSLATION WOULD MAKE INCLUSION OF "FORCE MAJEURE" REDUNDANT AS IT WOULD HAVE BEEN NECESSARY FOR CHINESE TEXT MERELY TO MENTION THE THREE CASES -- CRASH OF AIRCRAFT, WAR OR WARLIKE OPERATIONS AND STRONG EARTHQUAKES -- IF THE PRC'S INTENTION WAS TO LIMIT FIFTY PERCENT RATE TO THESE CAUSES. ALSO ANY SUCH RESTRICTION TO THESE THREE SPECIFIC CAUSES DOES NOT FIT IN WITH THE LOGIC OF THINGS, SINCE BOLTS OF LIGHTNING AND OTHER ACTS OF GOD ARE EQUALLY MERITORIOUS CAUSES FOR UTILIZATION OF FIFTY PERCENT RATE. FINALLY, IT IS IMPORTANT TO EXCLUDE POSSIBILITY OF ANY SUCH RESTRICTIVE INTERPRETATION BEING PLACED UPON THIS PASSAGE IN THE CHINESE TEXT BECAUSE OF THE LEGISLATIVE HISTORY OF THE STATUTE GIVING US

AUTHORITY TO AGREE ON INDEMNIFICATION. IN A LETTER OF APRIL 8 TO THE SENATE FOREIGN RELATIONS COMMITTEE IN SUPPORT OF THE LEGISLATION, DEPARTMENT GAVE CONGRESS TO UNDERSTAND THAT ALL ACTS OF FORCE MAJEURE WOULD RESULT IN THE DIMINUTION OF LIABILITY TO FIFTY PERCENT RATE, AND WE ENCLOSED WITH LETTER A COPY OF THE AGREEMENT WITH CANADA SO THAT CONGRESS WOULD SEE WHAT THE CHINESE HAD IN MIND ON THIS AND OTHER POINTS. ADDITIONALLY AND MOST IMPORTANTLY, BOTH THE SENATE COMMITTEE REPORT (APRIL 9) AND THE HOUSE COMMITTEE REPORT (MAY 2) REPORTING FAVORABLY ON THE LEGISLATION TO CONGRESS, SET FORTH THE TEXT OF OUR APRIL 8 LETTER AND THE COMPLETE ENGLISH TEXT OF THE CANADIAN AGREEMENT. THUS, CONGRESS WOULD SURELY EXPECT OTHER ACTS OF FORCE MAJEURE TO BE INCLUDED IN OUR AGREEMENT AND WOULD NOT UNDERSTAND OUR ACCEPTANCE OF TREATMENT ON THIS POINT INFERIOR TO THAT ACCORDED TO CANADIANS AND BRITISH. END FYI. B) YOU SHOULD TELL CHINESE THAT WE CONTINUE TO BE CONCERNED THAT PRESENT CONFIDENTIAL

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TEXT APPEARS TO REQUIRE FULL COMPENSATION FOR PARTIAL DAMAGE. WE PRESUME THIS IS NOT THE CHINESE INTENTION. YOU SHOULD REMIND HSIAO TEH THAT IN A DISCUSSION ON MARCH 19 (PEKING'S 464, PARA 3) HE INDICATED "THAT IF DAMAGE TO AN ARTICLE WAS ONLY PARTIAL, A PERCENTAGE OF THE TOTAL COST CAN BE AGREED UPON." THEREFORE, WE TAKE THIS AS A POINT AGREED UPON BETWEEN US, AND YOU SHOULD PUT FORWARD THE FOLLOWING LANGUAGE WHICH WOULD TAKE CARE OF THIS MATTER. ADD AT END OF BOTH SENTENCES IN POINT 5 "AND IN PROPORTION TO THE LOSS OR DAMAGE AS SUCH PROPORTION MAY BE AGREED BETWEEN THE TWO GOVERNMENTS." IF THE CHINESE DO NOT CONSIDER IT POSSIBLE TO ALTER TEXT TO THIS EFFECT, WE WILL PUT THIS UNDERSTANDING INTO OUR DIPLOMATIC NOTE. C) WITH RESPECT TO DURATION OF OUR RESPONSIBILITY FOR CASUALTIES, THE CHINESE TEXT MERELY REFERS TO RESPONSIBILITY FOR CASUALTIES OCCURRING DURING SHIPMENT FROM TORONTO TO WASHINGTON, OR WHILE THE EXHIBITS ARE IN THE UNITED STATES OR WHILE ENROUTE FROM KANSAS CITY BACK TO PEKING. THE TEXT DOES NOT SPECIFY EXACT TIME THE RESPONSIBILITY FOR CASUALTIES BEGINS AND WHEN IT ENDS. WE THINK IT IMPORTANT TO HANDLE THE POINT, AND WOULD PREFER TO HANDLE IT IN POINT 5 OF THE LETTER, BUT ARE PREPARED TO DEAL WITH THIS IN OUR DIPLOMATIC NOTE. THUS, YOU SHOULD INFORM THE CHINESE THAT WE WILL SPECIFY THAT WE WILL ASSUME RESPONSIBILITY FOR CASUALTIES OCCURRING FROM THE TIME THE EXHIBITS ARE LOADED ONTO THE AIRCRAFT IN TORONTO TO THE TIME THEY ARE HANDED OVER BY

THE US REPRESENTATIVES IN PEKING TO THE CHINESE REPRE-

SENTATIVE. FYI: WE UNDERSTAND THE CANADIANS HAVE ACCEPTED RESPONSIBILITY FOR CASUALTIES TO THE EXHIBITS OCCURRING UP TO THE TIME THEY ARE LOADED ONTO THE AIR-CRAFT IN TORONTO. END FYI. D) WITH RESPECT TO COVERAGE OF AUXILIARY EXHIBITS, YOU SHOULD TELL CHINESE WE ACCEPT THEIR CHINESE TEXT. FYI: ENGLISH TRANSLATION GIVEN USLO BY THEM DID NOT APPEAR TO COVER AUXILIARY EXHIBITS LISTED AT TOP OF ANNEX B SINCE ENGLISH TRANSLATION REFERRED TO "OBJECTS" AND "INDIVIDUAL VALUATIONS." CHINESE TEXT APPEARS CLEARLY TO COVER AUXILIARY EXHIBITS SINCE IT USES WORD "ZHAN PIN" AND DOES NOT SPEAK OF "INDIVIDUAL VALUATIONS," BUT OF "VALUATIONS OF THE EXHIBITS." THUS, CONFIDENTIAL

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TRANSLATION OF POINT 5 AS FAR AS RELEVANT HERE AND WHICH WE THINK IS MORE ACCURATE AND ELIMINATES ANY PROBLEM OF COVERAGE OF AUXILIARY EXHIBITS, WOULD BE AS FOLLOWS: "IN THE EVENT OF LOSS OR DAMAGE OF THE EXHIBITSTHE UNITED STATES GOVERNMENT SHALL INDEMNIFY CHINESE GOVERNMENT IN ACCORDANCE WITH THE VALUATIONS OF THE EXHIBITS AS LISTED IN ANNEX B.# "IN THE EVENT THAT LOSS OR DAMAGE RESULTS....COMPENSATION SHALL BE PAID AT A RATE OF 50 OF THE VALUATIONS OF THE EXHIBITS AS LISTED IN ANNEX B." IT SHOULD BE NOTED CHINESE CHARACTER "DAN" (INDIVIDUAL) IS NOT USED IN POINT 5, BUT DOES APPEAR ELSEWHERE (E.G. POINT 1). WE ARE PREPARED TO LIVE WITH USE ELSEWHERE. END FYI.

10. CHINESE LETTER POINT 6: YOU SHOULD TELL THE CHINESE WE ARE PLEASED WITH THEIR ACCEPTANCE OF OUR SUGGESTION FOR ADDING NAMES OF THE STATES IN THE ENGLISH TEXT.

11. CHINESE LETTER POINT 7: YOU SHOULD TELL THE CHINESE THAT WE ARE CONCERNED ABOUT THE AMBIGUITY OF THE RELATIONSHIP BETWEEN THIS PARAGRAPH AND ARTICLE IX OF PROTOCOL. WE ARE PREPARED TO ACCEPT THE CHINESE TEXTS OF BOTH DOCUMENTS AS THEY NOW STAND. WE WOULD, HOWEVER, APPRECIATE MFA'S UNDERSTANDING OF HOW THESE TWO PARAGRAPHS WOULD OPERATE IN PRACTICE. FOR EXAMPLE, WOULD IT BE CORRECT TO ASSUME THAT IN THE EVENT OF DIFFERENCES OF ANY KIND RESULTING FROM CARRYING OUT ANYTHING WITHIN THE SCOPE OF THE PROTOCOL (WHETHER OR NOT IT COMES WITHIN THE TERMS OF THE LETTER), REPRESENTATIVES OF THE TWO COMMITTEES WOULD FIRST ATTEMPT TO SETTLE THEM THROUGH CONSULTATIONS BEFORE REFERRING THEM TO OFFICIAL ORGANS OF THE TWO COUNTRIES? BY THE SAME TOKEN, IS IT CORRECT TO ASSUME THAT IN THE CASE OF ANY DIFFERENCE OVER ISSUES NOT COVERED BY THE PROTOCOL, BUT COVERED BY THE LETTERS, THE TWO GOVERNMENTS WOULD TAKE UP THESE ISSUES IN THE FIRST INSTANCE (I.E., WITHOUT REFERENCE TO THE COMMITTEES)?

12. PROTOCOL: YOU MAY INFORM THE CHINESE THAT WE ARE PLEASED WITH THEIR AGREEMENT TO OUR CHANGES IN THE HEADING AND PREAMBULAR PORTIONS OF PROTOCOL.

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13. PROTOCOL, ARTICLE I: FYI: PARAGRAPH 6 ABOVE APPLIES TO LANGUAGE OF THIS ARTICLE. THERE IS NO NEED TO COMMENT ON THIS ARTICLE TO CHINESE EXCEPT AS YOU DEEM NECESSARY IN FURTHER CLARIFICATION OF THE EFFECT OF PARAGRAPH 6 OF THIS MESSAGE. END FYI.

14. PROTOCOL, ARTICLE II: YOU SHOULD TELL THE CHINESE THAT WE ACCEPT THEIR CHINESE LANGUAGE TEXT. FYI: WE WILL PROPOSE THAT THE ENGLISH TEXT OF THIS ARTICLE READ AS FOLLOWS: "AT THE TIME OF HANDING OVER IN TORONTO AND PEKING EACH EXHIBIT SHALL BE PHOTOGRAPHED, AND DAMAGED OR REPAIRED EXHIBITS SHALL BE FURTHER PHOTOGRAPHED AS NECESSARY. THE REPRESENTATIVES OF BOTH SIDES SHALL COMPARE THE PHOTOGRAPHS WITH THE ACTUAL ARTICLES AND SIGN THE PHOTOGRAPHS. THE US SIDE IS RESPONSIBLE FOR RETURNING THE ORIGINAL EXHIBITS TO THE CHINESE SIDE." END FYI.

15. PROTOCOL, ARTICLE II: YOU SHOULD TELL THE CHINESE THAT WE NOTE THEY INSIST ON RETAINING THE LAST SENTENCE AND WE ARE PREPARED TO ACCEPT. THEREFORE, A REPRESENTATIVE OF THE US COMMITTEE AS WELL AS OF THE US GOVERNMENT WILL BE PRESENT AT THE HANDING OVER PROCEDURE IN PEKING.

16. PROTOCOL, ARTICLE III: YOU SHOULD INFORM CHINESE THAT WE ACCEPT THE LANGUAGE OF THE CHINESE TEXT AS IT STANDS. FYI: OUR COMMENTS ON THE TRANSLATION AND USE OF TERMS "EXHIBITS" AND "OBJECTS" IN PARAGRAPH 6 ABOVE APPLY HERE. END FYI.

17. PROTOCOL, ARTICLE IV: YOU SHOULD TELL CHINESE WE AGREE TO THEIR CHANGE IN OUR PROPOSED TEXT. AS WE UNDERSTAND, THE CHINESE PREFER THAT HANDOVER OF THE EXHIBITS IN PEKING TAKE PLACE FIRST AND THEN THAT THE REPRESENTATIVES OF BOTH SIDES EXAMINE THE CONDITION OF THE EXHIBITS, ETC. THEN, THEY ARE TO SIGN WRITTEN REPORTS ON THE CONDITION OF THE EXHIBITS.

18. PROTOCOL, ARTICLE V: YOU SHOULD TELL THE CHINESE THAT WE AGREE TO OMITTING THE NAMES OF THE MUSEUMS.

19. PROTOCOL, ARTICLE VI: FYI: WE CONTINUE TO BELIEVE
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IT OUT OF PLACE FOR SUBDIVISION ONE OF THIS ARTICLE TO STATE "THE CHINESE SIDE SHALL BEAR THE EXPENSE OF ASSEMBLING THE EXHIBITS AND PACKING THEM IN CHINA." THIS SHOULD MORE PROPERLY BE REWORDED TO BE STATED AS AN HISTORICAL FACT, BUT WE RECOGNIZE THAT THE CHINESE MAY WISH TO STICK TO THIS FORMULATION USED IN OTHER AGREEMENTS AS HAVING PRECEDENTAL VALUE, AND YOU NEED NOT PRESS FOR A CHANGE OF LANGUAGE. END FYI.

20. PROTOCOL, ARTICLE VI: THIS STILL LEAVES THE PROBLEM OF WHO IS RESPONSIBLE FOR THE COSTS IN CANADA OF ASSEMBLING THE EXHIBITS, PACKING THEM, TRANSPORTING THEM TO TORONTO AIRPORT AND LOADING THEM ABOARD THE AIRCRAFT. YOU SHOULD TELL THE CHINESE WE ARE PREPARED TO AVOID REFERENCE TO THEIR AGREEMENTS WITH THE CANADIANS. WE WOULD PROPOSE INSTEAD THAT THIS ARTICLE INCLUDE THE FOLLOWING ADDITIONAL PARAGRAPH: "THE US SIDE UNDERSTANDS THAT ASSEMBLING THE EXHIBITS IN TORONTO, PACKING THEM, TRANSPORTING THEM TO THE MEANS OF TRANSPORT TO THE UNITED STATES AND LOADING THEM ABOARD THE MEANS OF TRANSPORT, SHALL NOT BE THE RESPONSIBILITY OF THE US SIDE." IF THE CHINESE ARE UNWILLING TO INCLUDE THIS PARAGRAPH IN THE PROTOCOL, WE WOULD WANT TO INCLUDE IT IN OUR DIPLOMATIC NOTE.

21. PROTOCOL, ARTICLE VI: YOU SHOULD TELL THE CHINESE THAT WE AGREE TO THEIR MODIFICATION OF OUR LANGUAGE IN SUBDIVISION TWO.

22. PROTOCOL, ARTICLE VII: YOU SHOULD TELL THE CHINESE THAT WE ACCEPT THE LANGUAGE THEY HAVE PROPOSED, ALTHOUGH, AS WE HAVE POINTED OUT, THE EXHIBITION WILL BE HELD ON A NON-PROFIT BASIS.

23. PROTOCOL, ARTICLE IX: INSTRUCTIONS CONTAINED IN PARAGRAPH TEN OF THIS MESSAGE APPLY HERE. KISSINGER

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